

INVOICE

PAGE

**Trident Steel Corporation**

12825 Flushing Meadows Drive, Suite 110
St. Louis, MO 63131
Telephone: 314-822-0500 • Telefax: 314-984-8700

INVOICE NO.

P2639J -IN

INVOICE DATE 10/23/13

Remit To: TRIDENT STEEL CORP.

Post Office Box 798279
Saint Louis, MO 63179-8000

ORDER NUMBER P2639
ORDER DATE 12/30/13
SALESPERSON 0015
CUSTOMER NO 01-0002183
Daniel Nelson

SOLD TO:

Calyx Energy LLC
6901 S. Pierce Street
Suite 270
Littleton CO 80128

SHIP TO:

Delivered
Perkins, OK OSCL
Payne County, OK
Ship Date: 10/21/13

CONFIRM TO:

John Podowski

| CUSTOMER P.O. | SHIP VIA | F.O.B. | TERMS |
|---------------|----------|-------------|-------------|
| See Lease | DEL | Perkins, OK | Net 45 Days |

| ITEM | QUANTITY SHIPPED | PRICE | AMOUNT |
|------|------------------|-------|--------|
|------|------------------|-------|--------|

Lease: ETHRIDGE 36-2WX

New API Oilwell Casing

| | | | | |
|--------------------------------|-----|----------|---------|------------|
| 05121700PHBAJ*0 | TSB | | | |
| 5 1/2x17# HCP BTC A-JU BEST *0 | | 14106.22 | 13.2100 | 186,343.17 |
| 05121700PHBAJ*J | TSB | | | |
| 5 1/2x17# HCP BTC A-JU BEST *J | | 332.00 | .0000 | .00 |

Tallies attached.

| | | | |
|------------|----------|---------------|------------|
| DUE DATE | 12/07/13 | NET INVOICE | 186,343.17 |
| DISC. DATE | | FREIGHT | |
| | | SALES TAX | .00 |
| | | | 9,900.41 |
| | | INVOICE TOTAL | 196,243.58 |

** NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.**

EXHIBIT 12**EXHIBIT****13**

TERMS AND CONDITIONS OF SALE

The rights and duties of Seller (Tribent Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail, even as they may conflict with the terms and conditions set forth in Buyer's purchase order. If products are shipped, delivery shall constitute delivery.

SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION. Seller shall not be liable for any loss or damage arising from the use of Seller's products, which are caused by the use of said products. No product of Seller shall be sold to Seller without a written permission from Seller. Claims of defects in products shall be made in writing within 90 days from the date of product delivery and delivery.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer hereby agrees to indemnify and hold Seller harmless from any and all claims, damages, costs, and expenses, including attorney's fees, incurred by Seller in connection with the enforcement of any provision of this agreement. The parties agree that the laws of the State of Missouri and the Uniform Commercial Code, as enacted by the State of Missouri, shall govern the construction, interpretation and enforcement of this agreement, and Buyer hereby consents to the jurisdiction of the courts of the Grand Court of St. Louis County, Missouri should any dispute arise between the parties concerning this agreement.

Notwithstanding the foregoing, Seller and Buyer agree that any controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered in Houston, Harris County, Texas, pursuant to a single arbitrator, arbitration proceeding administered by the American Arbitration Association and its commercial arbitration rules, and subject to the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof.